

1
2 BILL NO. S-90-07-44

3 SPECIAL ORDINANCE NO. S-201-90

4 AN ORDINANCE approving
5 Contract #90-W-3, CEDARVILLE
6 DAM REPAIR between COMMERCIAL
7 DIVING SERVICE, INC. and the
8 City of Fort Wayne, Indiana,
9 in connection with the Board
10 of Public Works and Safety.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
12 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract #90-W-3, CEDARVILLE
14 DAM REPAIR by and between COMMERCIAL DIVING SERVICE, INC.
15 and the City of Fort Wayne, Indiana, in connection with the
16 Board of Public Works and Safety, is hereby ratified, and
17 affirmed and approved in all respects, respectfully for:

18 the underwater grout placement
19 into void below existing dam
20 apron slab, installation of
21 temporary sheet piling and
22 grouting between sheet piling
23 and under both wingwalls,
24 installation of rock rip-rap,
25 and minor grading;

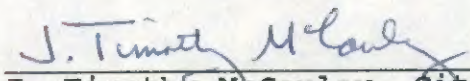
26 involving a total cost of Three Hundred Thirty-Nine Thousand
27 Three Hundred Fifty and no/100 Dollars (\$339,350.00).

28 SECTION 2. Prior Approval has been requested from
29 Common Council on June 26, 1990. Two copies of said
30 Contract are on file with the Office of the City Clerk and
31 made available for public inspection, according to law.

32 SECTION 3. That this Ordinance shall be in full
force and effect from and after its passage and any and all
necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

Board Order 110-90

Contract 90-W-03

Work Order 64187

THIS CONTRACT made and entered into in triplicate this 18 day of July, 1990, by and between COMMERCIAL DIVING SERVICE, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

UNDERWATER GROUT PLACEMENT INTO VOID BELOW EXISTING DAM APRON SLAB, INSTALLATION OF TEMPORARY SHEET PILING AND GROUTING BETWEEN SHEET PILING AND UNDER BOTH WINGWALLS, INSTALLATION OF GEO-TEXTILE FABRIC, INSTALLATION OF ROCK RIP-RAP, AND MINOR GRADING.

All in accordance with the specifications and drawings, Sheets G-1 through G-2 prepared by McNamee, Porter and Seeley Inc., and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$339,350.00 (THREE HUNDRED THIRTY NINE THOUSAND THREE HUNDRED FIFTY DOLLARS AND no cents). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety five (95%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the

aggregate of previous payments, will be paid by OWNER to the CONTRACTOR. In addition, the retainage held of 5% (five percent) shall be paid into an escrow account in accordance with the terms of an escrow agreement to be executed by OWNER and CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability & all other things pertaining thereto; it being the intent of the parties that CONTRACTOR indemnify & hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as

General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a **Manpower Utilization Report** for this project with the **Compliance Office** within ten (10) days after completion of construction or upon request of the **Office of Compliance**.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the **Statutes of the State of Indiana**, and the **Ordinances of the City of Fort Wayne** according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for CONTRACT NO. 90-W-03
- b. Instructions to Bidders for CONTRACT NO. 90-W-03
- c. Contractor's Proposal dated BID 6 JUNE 1990
- d. MCNAMEE, PORTER, AND SEELEY, INC. Drawing G-1 & G-2
- e. Supplemental Specifications for CONTRACT NO. 90-W-03
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Comprehensive Liability Insurance Coverage.
- l. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within NINETY (90) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: COMMERCIAL DIVING SERVICES, INC.

By: 

JON HAZELBAKER, PRESIDENT

CITY OF FORT WAYNE

By: _____

Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

By: 

Charles E. Layton, Director
Public Works

By: 

Michael McAlexander, Director
Public Safety

By: _____

Douglas M. Lehman, Director
Administration and Finance

ATTEST:


Patricia Crick, Clerk

ACKNOWLEDGEMENT

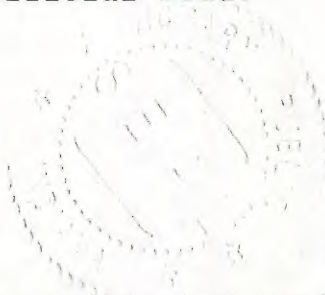
STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 11th day of July, 1990, personally appeared the within named JON HAZELBAKER, who being by me first duly sworn upon his oath says that he is the PRESIDENT of COMMERCIAL DIVING SERVICE, INC., and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of COMMERCIAL DIVING SERVICE, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



Pamela S. Mandloff
Notary Public

PAMELA S. MANDLOFF
Printed Name of Notary

My Commission Expires:

3-19-93

Resident of Allen County.

(SPECIMEN FORM)
CITY OF FORT WAYNE, INDIANA
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Commercial Diving Service, Inc.
(Contractor or Developer) as Principal, and the United States Fidelity and Guaranty
Company (Insurance Company), a corporation organized under the laws
of the State of Maryland

(State and Date), and duly authorized to transact business in the State of Indiana, as
Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal
Corporation in the sum of \$ -----339,350.00-----, (value of work) for the payment
whereof well and truly to be made, the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally firmly by
those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for
authority to construct or cause to be constructed repairs to the Cedarville Dam, which said
repair is to be built and constructed according to plans and specifications prepared by or
approved by City and known as Contract 90-W-3.

WHEREAS, the grant of authority by the City to so construct such provides:

1. That said work shall be completed according to said plans and specifications, and
warrant and guarantee all work material, conditions of the repairs for a period of one
(1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a
Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and
repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said work for a period of one (1) year following written
acceptance by the City of said work; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the contract or to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract, or to the work or to
the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said work to become a part of the Cedarville Dam, and shall for one (1) year after acceptance of said work by City maintain said repairs and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

COMMERCIAL DIVING SERVICE, INC.

Contractor

BY:

Anthony Kiefer
Name

ATTEST:

Kim M. Poff
Title

Title

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Insurance Company) Surety

*BY:

David N. Doub
Authorized Agent
David N. Doub
Attorney-in-fact

Witness

Sammy L. Cyfers

*If signed by an agent, Power of Attorney must be attached.

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT Commercial Diving Service, Inc.
1120 Rarig Avenue, P.O. Box 19917, Columbus, Ohio 43219 (Name of Contractor)
a corporation
United States Fidelity and Guaranty Company, hereinafter called Principal, and
(Name of Surety) and duly authorized to transact business in the State of Indiana,
hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an
Indiana Municipal Corporation in the penal sum of Three Hundred Thirty Nine
Thousand Three Hundred Fifty and No/100----- Dollars
(\$ 339,350.00-----) (value of work) for the payment whereof well and truly
to be made, the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered
into a certain contract with the Owner, dated the _____ day of
_____, 1990 for the construction of:

Cedarville Dam Repair

all in accordance with the specifications and drawings of Contract 90-W-03, prepared by
the McNamee, Porter & Seeley, Inc. and special provisions, and according to the Detailed
Specifications and Conditions contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the contract or to the work to be
performed thereunder, or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract, or to the work or to
the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations, furnishing materials for or performing labor in the
prosecution of the work provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline,
coal and coke, repairs on machinery, equipment and tools, consumed or used in connection
with the construction of such work, and all insurance premiums on said work, and for all
labor performed in such work, whether by subcontractor, or otherwise, then this obligation
shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed One (1) (Number)
counterparts, each one of which shall be deemed an original, this _____ day of
_____, 1990.

COMMERCIAL DIVING SERVICE, INC.

Principal

ATTEST:

Kim M. Poff
(Principal) Secretary

BY: Anthony Kiehl (SEAL)

1120 Rarig Avenue, P.O. Box 19917
Address

Columbus, Ohio 43219

Kenia S. Brehm
Witness to Principal

1120 Rarig Avenue, P.O. Box 19917
Address

Columbus, Ohio 43219

UNITED STATES FIDELITY AND GUARANTY COMPANY

Surety
BY: David N. Doub
Attorney-in-Fact

David N. Doub

ATTEST:

Barbara M. Davis
(Surety) Secretary

SEAL
James L. Grier
Witness As to Surety

3360 Tremont Road
Address

Columbus, Ohio 43221

3360 Tremont Road
Address

Columbus, Ohio 43221

NOTE: Date of the bond must not be prior to date of contract.
If the contractor is a partnership, all partners should execute the bond.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11

04/10/90

PRODUCER

Marsh & McLennan, Incorporated
One Columbus, Suite 1200
10 West Broad Street
Columbus, Ohio 43215

CODE

SUB-CODE

INSURED

Commercial Diving Service
P.O. Box 360568
Columbus, Ohio 43236

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	New York Marine & General Insurance Co.
COMPANY LETTER B	Fireman's Fund
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
GENERAL LIABILITY					
A X	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$ N/A
	CLAIMS MADE OCCUR.	MMMW82669	04/01/90	04/01/91	PRODUCTS-COMP/OPS AGGREGATE \$ 1,000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADVERTISING INJURY \$ Incl. 1,000
					EACH OCCURRENCE \$ 1,000
					FIRE DAMAGE (Any one fire) \$ 50
					MEDICAL EXPENSE (Any one person) \$ 5
AUTOMOBILE LIABILITY					
B X	ANY AUTO	MXA80082782	04/01/90	04/01/91	COMBINED SINGLE LIMIT \$ 1,000
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
X	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
X	HIRED AUTOS				PROPERTY DAMAGE \$
X	NON-OWNED AUTOS				
	GARAGE LIABILITY				
X	Physical Damage				
EXCESS LIABILITY					
A X	Bumpershoot	MMMW82670	04/01/90	04/01/91	EACH OCCURRENCE \$ 1,000 AGGREGATE \$ 1,000
	OTHER THAN UMBRELLA FORM				
WORKER'S COMPENSATION					
	AND				STATUTORY \$ (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				\$ (DISEASE—POLICY LIMIT)
					\$ (DISEASE—EACH EMPLOYEE)
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Contract 90-W-03 Cedarville Dam Repairs

CERTIFICATE HOLDER

City of Fort Wayne, Indiana
Board of Public Works
City-County Building
Fort Wayne, Indiana 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Allen S. Laird

Read the first time in full and on motion by Burns, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee on City Plan (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 7-24-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY				<u>✓</u>
LONG				<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-14-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-201-90 on the 14th day of August, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Charles S. Reed SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 16th day of August, 1990 at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of August, 1990, at the hour of 9:45 o'clock A. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract 90-W-3, Cedarville Dam Repair

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The Contract for 90-W-3, Cedarville Dam Repair is for the underwater grout placement into void below existing dam apron slab, installation of temporary sheet piling and grouting between sheet piling and under both wingwalls, installation of rock rip-rap, and minor grading. Commercial Diving Service, Inc., is the contractor.

PRIOR APPROVAL RECEIVED ON 6/26/90

EFFECT OF PASSAGE: Improved conditions at Cedarville Dam

EFFECT OF NON PASSAGE:

S-90-07-44

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$339,350.00

ASSIGNED TO COMMITTEE:

BILL NO. S-90-07-44

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ ^{XXXXXXXXXX} approving Contract
#90-W-3, CEDERVILLE DAM REPAIR between COMMERCIAL DIVING SERVICE
INC. and the City of Fort Wayne, Indiana, in connection with
the Board of Public Works and Safety

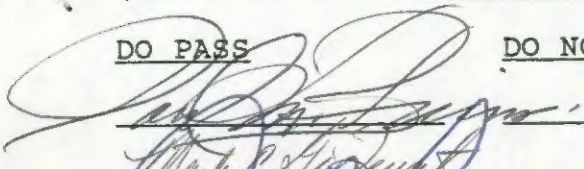
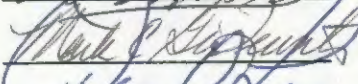
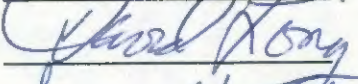
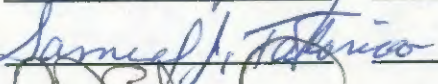
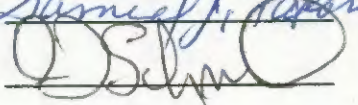
HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 8-14-90

Sandra E. Kennedy
City Clerk